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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/581,419

11/14/2006

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MCEA-P6-06

3775

28710 7590 05/20/2011
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EXAMINER

POLLOCK, GREGORY A

ART UNIT

PAPER NUMBER

3695

MAIL DATE

DELIVERY MODE

05/20/2011

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/581,419	CABALLERO ET AL.	
	Examiner	Art Unit	
	GREG POLLOCK	3695	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 27 October 2010.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-60 and 62-67 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-60 and 62-67 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 27 October 2010 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This action is responsive to claims filed 10/27/2010 and Applicant's request for reconsideration of application 10/581419 filed 10/27/2010.

The amendment contains original claims 2-48, 50-61, 62-66

The amendment contains amended claims 1 and 49.

The amendment contains new claims 67.

Claims 61 have been canceled.

As such, claims 1-60 and 62-67 have been examined with this office action.

NOTE: Claims 47 has been mis-labeled as "Previously Presented" but is an original claim as found in claims submitted 06/02/2006.

Priority

2. Applicant's claim for the benefit of a prior-filed application under 35 U.S.C. 119(e) is acknowledged. Applicant has not complied with one or more conditions for receiving the benefit of an earlier filing date under 35 U.S.C. 119(e) as follows:

The later-filed application must be an application for a patent for an invention which is also disclosed in the prior application (the parent or original nonprovisional application or provisional application). The disclosure of the invention in the parent application and in the later-filed application must be sufficient to comply with the requirements of the first paragraph of 35 U.S.C. 112. See *Transco Products, Inc. v. Performance Contracting, Inc.*, 38 F.3d 551, 32 USPQ2d 1077 (Fed. Cir. 1994).

The disclosure of the prior-filed application, Application No. 60/603608, fails to provide adequate support or enablement in the manner provided by the first paragraph of 35 U.S.C. 112 for one or more claims of this application.

Application No. 60/603608 only contains Drawings 1 and 15 of application 11/574179 with accompanying description in the Specification. The content of claims 1-67 were not disclosed in the provisional Application No. 60/603608.

- a. As to claims 1, 31, 61, 62, 64, 65, 66, and 67 there is no support in a prior-filed application for the limits (or their equivalent) “allocating the components to different parties, one of the parties from a group including an insurance risk carrier and a source of an asset for said reserve requirement; and assigning an asset for the reserve requirement to a reinsurance asset trust to receive reinsurance credit for said reserve requirement”.
- b. As to claims 2-30, 32-60 and 63 these are dependent claims to independent claims 1, 31, 61 and 62 and, therefore, are also unsupported by the prior-filed application.

Accordingly, claims 1-67 are not entitled to the benefit of the prior application.

Specification

3. The specification is objected to because of the following minor informalities:
 - (a) The Drawing have been amended to include Figures 1A, 1B, and 1C. However, the specification has not been updated to include the added drawings.

Appropriate correction is required.

Claim Rejections - 35 USC § 112

4. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

5. **Claims 31-60** are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claims 31-60 are not sufficiently precise due to the combining of two different statutory classes of invention in a single claim. The preamble the independent claims refers to an apparatus, but the body of the claim discusses the specifics of a method as evident in such actions words as (calculating, segmenting,). A claim is considered indefinite if it does not apprise those skilled in the art of its scope. *Amgen, Inc. v. Chugai Pharm. Co.*, 927 F. 2d 1200, 1217 (Fed. Cir. 1991). A claim is considered indefinite if it does not apprise those skilled in the art of its scope. *Amgen, Inc. v. Chugai Pharm. Co.*, 927 F. 2d 1200, 1217 (Fed. Cir. 1991).
6. **Claims 1** is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claim 1 recites the claim limit “segmenting, by a computer system, for the reserve requirement, an economic reserve requirement reserve requirement to produce components” . It is unclear it this is the same “computer system” used for “calculating an insurance reserve requirement from data” or a different “computer system”. Additionally, reference

to "the computer system" is indeterminate since it is not known which "computer system" is being referenced.

Claim Rejections - 35 USC § 101

7. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

8. **Claim 31-60** are rejected under 35 U.S.C. 101 because the claimed invention is directed toward non-statutory subject matter. The claim recites a judicial exception (software) without the use of a physical medium. Therefore, the claim lacks the necessary physical articles or objects to constitute a machine or a manufacture within the meaning of 35 USC 101. Descriptive material (software) can be characterized as either "functional descriptive material" or "nonfunctional descriptive material." Both types of "descriptive material" are nonstatutory when claimed as descriptive material per se., 33 F.3d at 1360, 31 USPQ2d at 1759. When functional descriptive material is recorded on some computer-readable medium, it becomes structurally and functionally interrelated to the medium and will be statutory in most cases since use of technology permits the function of the descriptive material to be realized. Merely claiming nonfunctional descriptive material, i.e., abstract ideas, stored on a computer-readable medium, in a computer, or on an electromagnetic carrier signal, does not make it statutory.

Double Patenting

9. The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the “right to exclude” granted by a patent and to prevent possible harassment by multiple assignees. A nonstatutory obviousness-type double patenting rejection is appropriate where the conflicting claims are not identical, but at least one examined application claim is not patentably distinct from the reference claim(s) because the examined application claim is either anticipated by, or would have been obvious over, the reference claim(s). See, e.g., *In re Berg*, 140 F.3d 1428, 46 USPQ2d 1226 (Fed. Cir. 1998); *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) or 1.321(d) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent either is shown to be commonly owned with this application, or claims an invention made as a result of activities undertaken within the scope of a joint research agreement.

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

10. Claims 1-67 are provisionally rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 1-67 of copending Application No. 11/574179. Although the conflicting claims are not identical, they are not patentably distinct from each other because of the following analysis:
 - a. Claims 1-30 of 11/581419 map to claims 1-38 of copending Application No. 10/574179.
 - b. Claims 31-60 of 11/574179 map to claims 39-68 of copending Application No. 10/574179.
 - c. Claim 61 of 11/581419 map to claim 69 of copending Application No. 10/574179.
 - d. Claims 62-63 of 11/581419 map to claims 71-72 of copending Application No. 10/574179.
 - e. Claim 64 of 11/581419 map to claim 73 of copending Application No. 10/581419.
 - f. Claim 65 of 11/581419 map to claim 74 of copending Application No. 10/574179.
 - g. Claim 66 of 11/581419 map to claim 75 of copending Application No. 10/574179.

- h. Claim 67 of 11/581419 map to claim 70 of copending Application No. 10/574179.
11. This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

Claim Rejections - 35 USC § 103

12. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:
- (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.
13. Claims 1-60 and 62-67 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hammond (U.S. Patent No. 5712984) in view of Brisbois (PGPub Document No. 20050216316) in further view of Tinnirello (PGPub Document No. 20060036527)

As per claim 1, Hammond teaches a **computer-aided method** ([Figure 1, element 18]) **for managing an insurance reserve requirement by segmenting a reinsurance transaction** (at least [column2, lines 35-49]), **the method including the steps of: calculating, by a computer system. an insurance reserve requirement from data** (at least [column2, lines 35-49]); **segmenting, by a computer system. for the reserve requirement, an economic reserve requirement reserve requirement to produce components** (at least [column 1, lines 14-20] [column 1, line 62 – column2, line 5]); **and carrying out the reinsurance transaction by steps including: allocating, by the computer system. the components to different parties** (cost categories [column 2, lines 35-49]), **one of the parties from a group including an insurance risk carrier and a source of an asset for said reserve requirement** ([column 2, lines 50-56] [column 3, line 36 – column 4, line 10]);

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Hammond does not teach that the economic reserve requirement is **from a corresponding excess regulatory or assigning an asset for the reserve requirement to a reinsurance asset trust to receive reinsurance credit for said reserve requirement.**

Brisbois teaches **assigning, by the computer system. an asset for the reserve requirement to a reinsurance asset trust to receive reinsurance credit for said reserve requirement** ([Abstract] [¶15] [¶42-45] [¶217-223] [claim 49]).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have combined the teachings of Brisbois with that of Hammond in order to achieve the claimed invention. The motivation would have been that Brisbois provides Hammond with a collateral product which includes the life settlement policy pool and also includes an investment instrument, for example an impaired-risk SPIA designed to securitize and guarantee the policy premium payments for the life of the insured and in some cases, e.g. for a very short life expectancy, a guaranteed investment contract, designed to provide income to pay premiums on the life insurance policies in the pool for the term of the bond.

Hammond and Brisbois do not teach that the economic reserve requirement is **from a corresponding excess regulatory**

Tinnirello teaches that the economic reserve requirement is **from a corresponding excess regulatory** ([Abstract]).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have combined the teachings of Tinnirello with that of Brisbois and Hammond in order to achieve the claimed invention. The motivation would have been that Tinnirello provides electronic filing conventions that increase the quality of data that is submitted using statement filing software and achieving complete and timely submission of the data by each insurance company and provide these benefits for a wider range of regulatory data submission types.

As per claim 2, the rejection of claim 1 has been addressed.

Brisbois teaches **wherein said reinsurance transaction provides reinsurance for life insurance, and further including the step of associating data corresponding to the life insurance with the reinsurance transaction** ([¶3]).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have combined the teachings of Brisbois with that of Hammond in order to achieve the claimed invention. The motivation would have been that Brisbois provides Hammond with a collateral product which includes the life settlement policy pool and also includes an investment instrument, for example

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an impaired-risk SPIA designed to securitize and guarantee the policy premium payments for the life of the insured and in some cases, e.g. for a very short life expectancy, a guaranteed investment contract, designed to provide income to pay premiums on the life insurance policies in the pool for the term of the bond.

As per claim 3, the rejection of claim 2 has been addressed.

Hammond teaches **said step of calculating an insurance reserve requirement includes: selecting an insured contingency risk from a group including mortality risk, morbidity risk, and survivorship risk** (at least [column 3, lines 25-35]).

As per claim 4, the rejection of claim 2 has been addressed.

Hammond teaches **said step of calculating an insurance reserve requirement includes: calculating a regulatory reserve requirement; calculating an economic reserve requirement; and calculating an excess regulatory reserve requirement as the excess of the regulatory over the economic reserve requirement** (at least [column2, lines 35-49]).

As per claim 5, the rejection of claim 2 has been addressed.

Hammond teaches **said step of segmenting includes: pricing an asset charge for assigning an asset in a reinsurance asset trust corresponding to the asset for an economic reserve requirement; and pricing an asset charge for assigning an asset in a reinsurance asset trust corresponding to the asset for an excess regulatory reserve requirement** (at least [column2, lines 35-49]).

As per claim 6, the rejection of claim 1-2 has been addressed.

Hammond teaches **the step of allocating the components to different parties includes: allocating the excess regulatory reserve requirement to at least one of the parties from a group of sources of an asset including a bank, a syndicate, a pension plan, another securities lender, and an investor through the purchase of some of any tranche of a trust funding financial instrument** (cost categories [column 2, lines 35-49]), **and further including the steps of: associating data corresponding to said source of an asset with the reinsurance transaction** ([column 4, lines 26-43]); **and for each of a plurality of time periods** (period of time [column 4, lines 26-43]): **calculating the economic reserve requirement and the excess regulatory reserve requirement; and making an adjustment corresponding to the asset in the reinsurance asset trust** (at least [column2, lines 35-49]).

As per claim 7-14, the rejection of claim 1 has been addressed.

Hammond does not teach **the step of allocating the components to different parties includes funding the excess regulatory reserve requirement by issuing a security into a capital market, and further including the steps of:**

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associating data corresponding to said security with the reinsurance transaction; and for each of a plurality of time periods: calculating the economic reserve requirement and the excess regulatory reserve requirement; and making an adjustment corresponding to the asset in the reinsurance asset trust.

Brisbois teaches **the step of allocating the components to different parties includes funding the excess regulatory reserve requirement by issuing a security into a capital market, and further including the steps of: associating data corresponding to said security with the reinsurance transaction; and for each of a plurality of time periods: calculating the economic reserve requirement and the excess regulatory reserve requirement; and making an adjustment corresponding to the asset in the reinsurance asset trust.** ([Abstract] [¶15] [¶42-45] [¶217-223] [claim 49]).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have combined the teachings of Brisbois with that of Hammond in order to achieve the claimed invention. The motivation would have been that Brisbois provides Hammond with a collateral product which includes the life settlement policy pool and also includes an investment instrument, for example an impaired-risk SPIA designed to securitize and guarantee the policy premium payments for the life of the insured and in some cases, e.g. for a very short life expectancy, a guaranteed investment contract, designed to provide income to pay premiums on the life insurance policies in the pool for the term of the bond.

As per claim 15, the rejection of claim 1-2 has been addressed.

Hammond teaches **the step of allocating the components to different parties includes allocating said economic reserve requirement to at least one of the parties from a group including a reinsurer, a reinsurance pool, a retrocessionaire, a retrocession pool, an insurer, an insurer separate account, and an other insurance risk assumer** ([claims 35, 37, 38, and 39])).

All of the limits of Claim 15 have been previously addressed in Claim 6, and is therefore rejected using the same prior art and rationale.

As per claim 16, the rejection of claim 1-2 has been addressed.

Hammond teaches **further including the step of managing, for a reinsurance company, to accommodate change in the insured contingency risk and change in the capital requirement** (at least [column2, lines 35-49]).

As per claim 17, the rejection of claim 7-10 has been addressed.

Hammond teaches **including, for said reinsurance asset trust, calculating a value of said asset on a legally required filing date of a financial statement for said reserve requirement** (at least [column2, lines 35-49]).

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As per claim 18, the rejection of claim 1-2 has been addressed.

All of the limits of Claim 18 have been previously addressed in Claim 6, and is therefore rejected using the same prior art and rationale.

As per claim 19, the rejection of claim 1-2 has been addressed.

All of the limits of Claim 19 have been previously addressed in Claim 6, and is therefore rejected using the same prior art and rationale.

As per claim 20, the rejection of claim 1-2 has been addressed.

Hammond teaches **further including, for each of a plurality of time periods, the steps of: generating a report by inserting datum produced in one of said method steps into the report, said datum from a group including said insurance reserve requirement, said economic reserve requirement, said corresponding excess regulatory reserve requirement, and a value of said asset; and printing the report** (at least [column 19, line 65 – column 20, line 21]).

As per claim 21, the rejection of claim 1-2 has been addressed.

Hammond teaches **further including the steps of: generating a contract by inserting datum produced in one of said method steps into the contract for said reinsurance transaction to one of the parties from a group including an insurance company, a risk carrier and a source of asset; and printing the contract** (at least [column 5, lines 35-44]).

As per claim 22, the rejection of claim 1-2 has been addressed.

All of the limits of Claim 22 have been previously addressed in Claim 3, and is therefore rejected using the same prior art and rationale.

As per claim 23, the rejection of claim 22 has been addressed.

Hammond does not teach **the steps of: computer-aided managing said reinsurance transaction for a reinsurance company providing collateral for said economic reserve requirement, said excess regulatory reserve requirement funded by one of the parties from a group including a bank, a syndicate, a pension plan, a securities lender, and an investor through the purchase of any portion of any tranche of a trust funding financial instrument; and further including the step of associating data corresponding to said source of said asset with said reinsurance company.**

Brisbois teaches **the steps of: computer-aided managing said reinsurance transaction for a reinsurance company providing collateral for said economic reserve requirement, said excess regulatory reserve requirement funded by one of the parties from a group including a bank, a syndicate, a**

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pension plan, a securities lender, and an investor through the purchase of any portion of any tranche of a trust funding financial instrument; and further including the step of associating data corresponding to said source of said asset with said reinsurance company ([¶21] [¶24] [claims 3 and 10]).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have combined the teachings of Brisbois with that of Hammond in order to achieve the claimed invention. The motivation would have been that Brisbois provides Hammond with a collateral product which includes the life settlement policy pool and also includes an investment instrument, for example an impaired-risk SPIA designed to securitize and guarantee the policy premium payments for the life of the insured and in some cases, e.g. for a very short life expectancy, a guaranteed investment contract, designed to provide income to pay premiums on the life insurance policies in the pool for the term of the bond.

As per claim 24-29, the rejection of claim 2 has been addressed.

All of the limits of Claims 24-27 have been previously addressed in Claim 7-14, and is therefore rejected using the same prior art and rationale.

As per claim 31, Hammond teaches an **apparatus arranged to manage a reinsurance transaction, the apparatus comprising: a computer system** ([Figure 1])

All of the limits of Claim 39 have been previously addressed in Claim 1, and is therefore rejected using the same prior art and rationale.

As per claim 32, the rejection of claim 39 has been addressed.

All of the limits of Claim 40 have been previously addressed in Claim 2, and is therefore rejected using the same prior art and rationale.

As per claim 33, the rejection of claim 40 has been addressed.

All of the limits of Claim 41 have been previously addressed in Claim 3, and is therefore rejected using the same prior art and rationale.

As per claim 34, the rejection of claim 40 has been addressed.

All of the limits of Claim 42 have been previously addressed in Claim 4, and is therefore rejected using the same prior art and rationale.

As per claim 35, the rejection of claim 40 has been addressed.

All of the limits of Claim 43 have been previously addressed in Claim 5, and is therefore rejected using the same prior art and rationale.

As per claim 36, the rejection of claim 39-40 has been addressed.

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All of the limits of Claim 44 have been previously addressed in Claim 6, and is therefore rejected using the same prior art and rationale.

As per claim 37, the rejection of claim 39 has been addressed.

All of the limits of Claim 45 have been previously addressed in Claim 7, and is therefore rejected using the same prior art and rationale.

As per claim 38, the rejection of claim 45 has been addressed.

All of the limits of Claim 46 have been previously addressed in Claim 8, and is therefore rejected using the same prior art and rationale.

As per claim 39, the rejection of claim 45 has been addressed.

All of the limits of Claim 47 have been previously addressed in Claim 9, and is therefore rejected using the same prior art and rationale.

As per claim 40, the rejection of claim 45 has been addressed.

All of the limits of Claim 48 have been previously addressed in Claim 10, and is therefore rejected using the same prior art and rationale.

As per claim 41, the rejection of claim 46-48 has been addressed.

All of the limits of Claim 49 have been previously addressed in Claim 11, and is therefore rejected using the same prior art and rationale.

As per claim 42, the rejection of claim 46-48 has been addressed.

All of the limits of Claim 50 have been previously addressed in Claim 12, and is therefore rejected using the same prior art and rationale.

As per claim 43, the rejection of claim 46-48 has been addressed.

All of the limits of Claim 51 have been previously addressed in Claim 13, and is therefore rejected using the same prior art and rationale.

As per claim 44, the rejection of claim 49 has been addressed.

All of the limits of Claim 52 have been previously addressed in Claim 14, and is therefore rejected using the same prior art and rationale.

As per claim 45, the rejection of claim 39-40 has been addressed.

All of the limits of Claim 53 have been previously addressed in Claim 15, and is therefore rejected using the same prior art and rationale.

As per claim 46, the rejection of claim 39-40 has been addressed.

All of the limits of Claim 54 have been previously addressed in Claim 16, and is therefore rejected using the same prior art and rationale.

As per claim 47, the rejection of claim 39-40 has been addressed.

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All of the limits of Claim 55 have been previously addressed in Claim 17, and is therefore rejected using the same prior art and rationale.

As per claim 48, the rejection of claim 39-40 has been addressed.

All of the limits of Claim 56 have been previously addressed in Claim 18, and is therefore rejected using the same prior art and rationale.

As per claim 49, the rejection of claim 39-40 has been addressed.

All of the limits of Claim 57 have been previously addressed in Claim 19, and is therefore rejected using the same prior art and rationale.

As per claim 50, the rejection of claim 39-40 has been addressed.

All of the limits of Claim 58 have been previously addressed in Claim 20, and is therefore rejected using the same prior art and rationale.

As per claim 51, the rejection of claim 39-40 has been addressed.

All of the limits of Claim 59 have been previously addressed in Claim 21, and is therefore rejected using the same prior art and rationale.

As per claim 52, the rejection of claim 39-40 has been addressed.

All of the limits of Claim 60 have been previously addressed in Claim 22, and is therefore rejected using the same prior art and rationale.

As per claim 53, the rejection of claim 60 has been addressed.

All of the limits of Claim 61 have been previously addressed in Claim 23, and is therefore rejected using the same prior art and rationale.

As per claim 54, the rejection of claim 60 has been addressed.

All of the limits of Claim 62 have been previously addressed in Claim 24, and is therefore rejected using the same prior art and rationale.

As per claim 55, the rejection of claim 62 has been addressed.

All of the limits of Claim 63 have been previously addressed in Claim 25, and is therefore rejected using the same prior art and rationale.

As per claim 56, the rejection of claim 62 has been addressed.

All of the limits of Claim 64 have been previously addressed in Claim 26, and is therefore rejected using the same prior art and rationale.

As per claim 57, the rejection of claim 62 has been addressed.

All of the limits of Claim 65 have been previously addressed in Claim 27, and is therefore rejected using the same prior art and rationale.

As per claim 58, the rejection of claim 60 has been addressed.

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All of the limits of Claim 66 have been previously addressed in Claim 28, and is therefore rejected using the same prior art and rationale.

As per claim 59, the rejection of claim 40 has been addressed.

All of the limits of Claim 67 have been previously addressed in Claim 28, and is therefore rejected using the same prior art and rationale.

As per claim 60, the rejection of claim 44 has been addressed.

All of the limits of Claim 68 have been previously addressed in Claim 38, and is therefore rejected using the same prior art and rationale.

As per claim 62, Hammond teaches a **computer-readable media tangibly embodying a program of instructions executable by a computer** ([column 4, lines 26-39] [column 13, lines 40-57]).

All of the limits of Claim 70 have been previously addressed in Claim 1, and is therefore rejected using the same prior art and rationale.

As per claim 63, the rejection of claim 71 has been addressed.

All of the limits of Claim 72 have been inherently addressed in Claim 70, and is therefore rejected using the same prior art and rationale.

As per claim 64, An electronic transmission apparatus

All of the remaining limits of Claim 73 have been previously addressed in Claims 1, and is therefore rejected using the same prior art and rationale.

As per claim 65, All of the remaining limits of Claim 74 have been previously addressed in Claims 1 and 73, and is therefore rejected using the same prior art and rationale.

As per claim 66, All of the remaining limits of Claim 74 have been previously addressed in Claims 1 and 73, and is therefore rejected using the same prior art and rationale.

As per claim 67, All of the limits of Claim 76 have been previously addressed in Claims 1 and 62 15, and is therefore rejected using the same prior art and rationale.

Response to Arguments

14. Applicant's arguments with regards to claims 1-60 and 62-67, filed 10/27/2010 have been fully considered but they are not persuasive.

15. APPLICANT REMARKS CONCERNING Claimed Priority: The applicant contends that Examiner has not set out a prima facie case of non-enablement pursuant to Sec. 112 so as to negate priority pursuant to Sec. 119(e). Applicant respectfully understands that claims 1-67 are pending in this application, and not claims 1-84. In regard to claims 1-67, the Examiner's attention is drawn to the discussion in on page 4 and the top of page 5 of Ser. No. 60/603,608, starting with the first full paragraph on page 4, which discloses that pieces are spread to insurers, retrocessionaire, etc. on the insurance risks and to the capital markets for the reserve requirements. Support is also shown in the drawings attached to Ser. No. 60/603,608. The support is present, but just in different words.
16. EXAMINER'S RESPONSE: The Examiner respectfully disagrees with Applicant's arguments. The issue is a matter of possession not enablement. When evaluating priority for , the prior-filed application has to provide support for the claimed invention of the present application. The examiner does not agree that the cited portions of 60/603,608 and 60/517180 indicate support for the claim limits "allocating the components to different parties, one of the parties from a group including an insurance risk carrier and a source of an asset for said reserve requirement; and assigning an asset for the reserve requirement to a reinsurance asset trust to receive reinsurance credit for said reserve requirement" found in the present applications. As such, the examiner maintains the priority status.

17. APPLICANT REMARKS CONCERNING Claim Rejections - 35 USC § 112 Directed Toward Claims 31-60, 62-63, and 67: The applicant contends that claims 31-60, 62-63, and 67 do not combine two different statutory classes of invention in a single claim.
18. EXAMINER'S RESPONSE: Regarding claims 62-63, and 67, the examiner agrees that the claims are in a proper form of Beauregard claim and, as such, vacates the - 35 USC § 112 rejection directed forward claims 62-63, and 67. Regarding claims 31-60, the Examiner respectfully disagrees with Applicant's arguments. As stated in the 35 USC § 112 rejection, the preamble the independent claim 31 refers to an apparatus, but the body of the claim discusses the specifics of a method as evident in such actions words as (calculating, segmenting,). As such, the claim is indefinite.
19. APPLICANT REMARKS CONCERNING Claim Rejections - 35 USC § 112 Directed Toward Claim 66: The applicant contends that the word "comprising" in claim 66 is the transitional phrase separating the preamble from the body of the claim.
20. EXAMINER'S RESPONSE: The examiner agrees that claim 66 contains the word "comprising" which can be interpreted as a transactional phrase. As such, the examiner vacates the - 35 USC § 112 rejection directed forward claim 66. However, the examiner notes that the claimed invention of claim 66 is then a

“program control means for receiving the data set via electronic transmission means for communicating said data set over an Internet network”. This interpretation is obviously very broad and does not likely adequately convey what the applicant believes to be novel.

21. APPLICANT REMARKS CONCERNING Claim Rejections - 35 USC § 101 (page 11-12): The applicant contends that claims 31-60, 62-63, and 67 do not encompass two statutory classes..
22. EXAMINER’S RESPONSE: See. APPLICANT REMARKS CONCERNING Claim Rejections - 35 USC § 112 Directed Toward Claims 31-60, 62-63, and 67.
23. APPLICANT ARGUES CONCERNING Prior Art Rejections: Applicants have argued that the art presented do not constitute prior art.
24. EXAMINER’S RESPONSE: The examiner respectfully disagrees based on arguments provided by the examiner in response to the APPLICANT REMARKS CONCERNING Claimed Priority:

Conclusion

25. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Gregory Pollock whose telephone number is 571 270-1465. The examiner can normally be reached on 7:30 AM - 4 PM, Mon-Fri Eastern Time.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Chuck Kyle can be reached on 571 272-5233. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3695

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GAP

01/18/2011

/Gregory Pollock/
Examiner, Art Unit 3695

Gregory A. Pollock

/Thu Thao Havan/
Primary Examiner, Art Unit 3695